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is strictly an equitable doctrine. See *London, etc. Ry. Co.* v. *Gomm*, 20 Ch. D. 562, 583. And it is a fundamental equitable principle that equity will not enforce a burden where there is no benefit derived. For example, equity refuses to specifically enforce a contract where no substantial benefit would result. *Miles* v. *Dover, etc. Iron Co.*, 125 N. Y. 294, 26 N. E. 261. So if the covenants in the principal case are considered as running with the land in equity, there being no benefit, they should not be enforced. But it seems that the effect of such restrictive covenants is rather to create an equitable property right, for when the right is once recognized damages are immaterial. *Peck* v. *Conway*, 119 Mass. 546. Yet if so considered, the same result follows, for it would clearly be unjust and contrary to sound policy to create a property right to satisfy a mere whim of a stranger. Where originally the adjoining lands were benefited, but due to a change in the neighborhood the benefit ceases, equity refuses to enforce the burden. *Jackson* v. *Stevenson*, 156 Mass. 496. *A fortiori*, where no adjoining land ever existed, equity should not recognize a property right at all. Nor is this analogous to an easement in gross at law, where these are permitted, for there a right of beneficial user is created in the quasi-dominant owner, while here no benefit whatever can be derived. It is submitted that there must be some physical or financial benefit to the neighboring lands or the covenantee's business, *i. e.*, some relation of "dominancy" and "serviency," or the covenant is only personal and collateral. See *Formby* v. *Barker*, [1903] 2 Ch. D. 539, 552. The authorities also are conclusive against the holding of the principal case. *Dana* v. *Wentworth*, 111 Mass. 291; *Formby* v. *Barker*, *supra*; *Rector* v. *Rector*, 135 N. Y. App. Div. 501, 114 N. Y. Supp. 623.

SALES — EXPRESS WARRANTIES — WHAT CONSTITUTES. — The plaintiff leased of the defendant a farm, together with all the implements upon it. Amongst the latter was a traction engine, in regard to which the defendant said before the lease was executed, "You have nothing to do but to flop the fly wheel and away she goes." The plaintiff sues for breach of warranty, basing his claim to an express warranty solely upon this statement. *Held*, that he may recover. *Tocher* v. *Thompson*, 26 West. L. Rep. 288 (Manitoba Ct. App.).

A recent decision in the House of Lords established for England the rule that an express warranty cannot arise without a distinct collateral agreement, including an offer to warrant by the vendor and acceptance by the vendee. *Heilbut* v. *Buckleton*, [1913] A. C. 30. For a criticism of this view, see article by Professor Williston in 27 HARV. L. REV. 1. The principal case, coming as it does from a Canadian jurisdiction, is interesting because while announcing the test of *Heilbut* v. *Buckleton*, it in fact grants recovery on what the American authority would treat as merely an affirmation of fact that induces the sale. See 21 HARV. L. REV. 555 ff. The court decided the case as though it were purely one of sale, although the actual transaction was a long-term bailment of the traction engine. It is submitted, however, that this should make no difference, and that whatever constitutes an express warranty in the law of sales should apply equally to the law of leases of chattels. It has long been clear that the bailor of a chattel for a specific purpose is subject to the rules of implied warranty. *Jones* v. *Page*, 15 L. T. Rep. N. S. 619.

SALES — STOPPAGE IN TRANSITU — EFFECT OF ATTORNMENT BY BAILEE. — Upon the insolvency of the vendee, a number of claims for stoppage *in transitu* were entered for goods held by the U. bleachery, an independent concern. On one lot, the goods before the sale had been bleached and held for the vendor and no notice of the sale had reached U. On another lot the goods were held as in the first case, but the vendee had given a delivery order to U., received delivery of part, and U. held the remainder subject to the vendee's order. On